

COLLECTIVE BARGAINING AGREEMENT

636

1993 - 1995

BETWEEN

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TOWNSHIP OF BLOOMFIELD

AND

BLOOMFIELD PBA LOCAL NO. 32

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## PREAMBLE

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1993 by and between the Township of Bloomfield, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township" or the "Employer") and the New Jersey State Policemen's Benevolent Association, Inc., Local No. 32 (hereinafter called the "PBA" or the "Association").

## I. RECOGNITION

A. The Township hereby recognizes the Association as the exclusive majority representative for all police officers in the police department of the Township, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq., but excluding Sergeants, Lieutenants, Captains, Deputy Chief, and the Chief of Police.

B. The terms of "police officer," "member," and/or "employee", as used herein, shall be defined to include the plural as well as the singular and to include males and females.

## II. MANAGEMENT RIGHTS

A. The employer retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualification and conditions for continued employment or assignment and to promote and transfer employees;

3. To take any disciplinary action permitted by law for good and just cause.

B. The exercise of the foregoing powers, rights, authority, duties, responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and by the Constitution and Laws of New Jersey and of the United States.

### III. GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

2. Nothing herein shall be construed as limiting the right of ~~right~~ of any employee having a grievance to discuss the matter informally with any appropriate member of the department.

B. Definition

The term "grievance" as used herein means any complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the P.B.A. on behalf of an individual employee or group of employees, or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee, the P.B.A. on behalf of an aggrieved employee or employees, or the Township shall institute action under the provisions hereof within thirty (30) working days of the occurrence giving rise to the grievance or from the time the grievant could reasonably have had knowledge of said event and an earnest effort shall be made to settle the differences between the aggrieved employee and his Division Commander, for the purpose of resolving the matter informally. Failure to act within said thirty (30) working days shall be deemed to constitute an abandonment of the grievance.

(b) The Division Commander shall render a decision within five (5) calendar days after receipt of the grievance.

Step Two:

(a) In the event the grievance has not been resolved in or at Step One, the employee or the P.B.A. shall, in writing and signed, file the grievance with the Chief of Police, within ten (10) working days following the determination at Step One.

(b) The Chief of Police shall render a decision, in writing, within five (5) calendar days from the receipt of the grievance. However, in the event the Chief of Police is on leave, off duty, or out of town, the five (5) calendar day time limit shall not begin running until the Chief of Police has returned.

Step Three:

(a) In the event the grievance has not been resolved in or at Step Two, the employee or the P.B.A. may appeal, in writing, the Chief of Police's determination to the Township Administrator within five (5) working days following the determination at Step Two.

(b) The Township Administrator shall render a determination, in writing, within ten (10) calendar days from receipt of the appeal. However, in the event the Township Administrator is on leave, off duty, or out of town, the ten (10) calendar day time limit shall not begin running until the Township Administrator has returned.

Step Four:

(a) In the event the grievance has not been resolved in or at Step Three, the employee or the P.B.A. may appeal, in writing, the Township Administrator's determination to the Mayor and Township Council within five (5) working days following the determination at Step Three.

(b) The Mayor and Township Council shall render a determination, in writing, within fifteen (15) calendar days from receipt of the appeal.

Step Five:

(a) In the event the grievance has not been resolved in or at Step Four, the matter may be referred to arbitration

as hereinafter provided.

(b) In the event that the Township or the Association desires to submit a grievance to arbitration, the following procedure shall be followed:

(1) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) working days following receipt of the Mayor and Council's determination.

(2) The party demanding arbitration shall request the Public Employment Relations Commission (PERC) to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the rules and regulations of PERC.

(3) The costs of the services of the arbitrator shall be borne equally by the Township and the Association.

(4) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

(5) The decision of the arbitrator shall be final and binding upon the Township and the Association.

D. A failure to respond to any Step in this procedure by the Township, or its agents, shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step.

E. Time limits may be extended by the parties by mutual written agreement in instances where a designated member of the P.B.A. Grievance Committee or a Township Official, whose presence is required or necessary to present, hear or resolve a grievance, is unavailable because of illness, vacation, or



other bona fide cause.

F. The Township reserves the right to file, in writing, a grievance on its behalf with the President of the P.B.A. who shall conduct a conference with representative of the Township (not to exceed three (3)) within ten (10) calendar days of filing of the grievance. In the event no adjustment has been satisfactorily made within ten (10) calendar days after such meeting, either party may file within ten (10) calendar days for final and binding arbitration in accordance with this Article.

G. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Mayor and Council on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

#### IV. P.B.A. REPRESENTATIVES

A. 1. The Township agrees to grant time off, without loss of regular pay or time due, not to exceed one (1) calendar week, to any employees designated by the P.B.A. to attend the Annual State Convention, provided seventy-two (72) hours written notice is given to the Chief of Police by the Association. No more than three (3) employees, consisting of one (1) Delegate and two (2) Alternate Delegates, shall be granted time off at any one time. In no event, shall more than two (2) employees on any shift, be granted time off at any one time.

2. The Township may grant time off, as provided above, to two (2) additional police officers, designated by the P.B.A., to attend the Annual State Convention, provided adequate manpower is available and there is no need to cover the designated officers' absence by hiring other officers on an overtime basis.

B. Any representative, designated in writing by the President of the Association, may enter the Township facilities or premises, at any time, for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter the Township facilities or premises, it will request such permission from the Chief of Police, or his representatives, and such permission will not be unreasonably withheld.

C. An aggregate of three (3) Association representatives, i.e., one (1) representative from each shift, shall be appointed by the Association President each year on July 1st to represent the Association in grievances with the Township. The Association shall notify the Township, in writing, within ten (10) calendar days after the election or appointment of the aforementioned representatives. These three Association representatives shall suffer no loss of regular pay or time due when processing grievances.

D. During collective negotiations, authorized Association representatives, not to exceed four (4), shall be excused from their normal work duties to participate in any collective negotiation session mutually scheduled by the parties and shall suffer no loss of regular pay or time due.

E. One (1) State P.B.A. Delegate shall be granted time off, without loss of regular pay or time due, to attend regularly scheduled State and Local P.B.A. meetings when such meetings

are conducted at a time when the delegate is scheduled to work. The State P.B.A. Delegate shall submit written notification to the Chief of Police no less than one (1) calendar week prior to the regularly scheduled meeting date.

F. The following officers of the local P.B.A. shall be granted time off, without loss of regular pay or time due, to attend regularly scheduled local P.B.A. meetings when such meetings are conducted at a time when the local P.B.A. officers are regularly scheduled to work: President, Vice President, Recording Secretary, Financial Secretary, Treasurer, Sergeant-at-Arms and the Senior Trustee. The local P.B.A. President shall submit written notification to the Chief of Police no less than one (1) calendar week prior to the regularly scheduled meeting date.

G. The P.B.A. President and Delegate shall be granted time off, without loss of regular pay or time due, to attend the regularly scheduled County P.B.A. meetings when such meetings are conducted at a time when the President and Delegate are scheduled to work. Said P.B.A. officials shall submit written notification to the Chief of Police no less than one (1) calendar week prior to the regularly scheduled meeting date.

H. 1. The President of the P.B.A. shall be granted whatever time off is needed, without loss of pay or time due, to devote to the administration and enforcement of this Agreement except when such absence would severely impair the efficient operation of the department.

2. The President of the P.B.A., or his designee, shall be granted time off, without loss of pay or time due, for any function or business of the Bloomfield P.B.A. except when such absence would severely impair the efficient operation of the department. Approval for such time off shall not be

unreasonably withheld.

#### V. DEDUCTIONS FROM SALARY

A. The employer agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, P.L. 1967, N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies together with records of any corrections shall be transmitted to the Association Treasurer within three (3) working days from the payroll period ending date of each bi-weekly payroll period.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the employer written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each employee.

C. The Association will provide the necessary "check-off authorization" form and deliver the signed forms to the appropriate officers. The Association shall indemnify, defend and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the employer in reliance upon salary deduction authorization cards submitted by the Association to the employer.

#### VI. NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the terms of this Agreement neither the Association, nor any person

acting in its behalf, will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the employer. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity, by any employee covered under the terms of this Agreement, may be deemed grounds for termination of employment of such employee or employees subject, however, to the application of the Grievance Procedure contained in Article III.

C. The Association will actively discourage and will take all affirmative steps which are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the employer.

D. Nothing contained in this Agreement shall be construed to limit or restrict the employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

## VII. HOURS OF WORK AND OVERTIME

A. Employees shall be assigned, at the discretion of the Chief of Police, to work eight (8) hour shifts of four (4) consecutive days on and two (2) consecutive days off or five

(5) consecutive days on and two (2) consecutive days off except in case of emergency as provided in Section 21-5 of "Bloomfield Town Code."

B. The normal daily tour of duty is as follows:

5-2 Personnel

1. Fifteen (15) minutes prior to commencement of tour of duty: for show up and shape up (Training).

2. Fifteen (15) minutes after tour of duty: to complete reports and transfer of information, if necessary.

3. Memorial Day inspection. The Association shall cooperate with the Chief of Police in connection with the efforts to recruit volunteers to march in the annual Memorial Day Parade.

4. Departmental meetings, if necessary.

5. Personnel conferences with individual subordinates, if necessary.

6. Normal tour of duty consists of eight (8) hours plus #1-5 above.

4-2 Personnel

1. Ten (10) minutes prior to commencement of tour of duty: show up.

2. Fifteen (15) minutes after tour, if necessary, to complete reports and orderly changing of shifts.

3. Formal classroom training: twenty (20) hours per

year for police officers.

4. Memorial Day inspection. The Association shall cooperate with the Chief of Police in connection with the efforts to recruit volunteers to march in the annual Memorial Day Parade.

5. Departmental meetings, if necessary.

6. Personnel conferences with individual subordinates, if necessary.

7. Normal tour of duty consists of eight (8) hours plus #1-6 above.

C. The normal yearly work schedule shall consist of two thousand eighty (2080) hours per year.

D. 1. Hours worked in excess of those regularly scheduled, as provided in Sections A, B and C above, shall be deemed overtime provided such work has been authorized and shall be compensated at one and one-half (1-1/2) times the regular rate of pay. In the computation of an employee's regular hourly rate of pay, an employee's base annual salary plus longevity shall be divided by two thousand eighty (2080) hours.

2. The present methods utilized in computation of overtime, for those eligible, shall be maintained as stated in a certain ordinance entitled, "An Ordinance Establishing an Overtime Pay Program for the Officers and Members of the Police and Fire Departments of the Town of Bloomfield," adopted October 21, 1968, Volume 11 of Town Ordinances, pages 112, etc.

E. Those employees who are assigned to the five (5) consecutive days on two (2) consecutive days off tour of duty who, by working their regularly scheduled normal tour, work

in excess of two thousand eighty (2080) hours per year, shall be compensated as follows for said extra time:

1. One (1) compensatory day off per month, and

2. Five (5) days off as follows:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

F. Employees shall be compensated for overtime at the rate of time and 1/2 for all time worked in excess of the tour of duty. The employee shall have the option of direct cash payments or compensatory time off in accordance with the following:

1. Monetary compensation for overtime worked shall be made in the next bi-weekly paycheck following the overtime earned; or

2. Compensatory time may be accrued up to 480 hours which may be taken at any time subject to the approval of the Chief of Police, or his designee, which approval shall not be unreasonably withheld.

G. In the event an employee is required, on behalf of the Township of Bloomfield, to appear in any judicial or administrative proceeding on his day off, time off or vacation time, in connection with his duties as a police officer, he shall be paid one and one-half (1-1/2) times his regular hourly rate of pay.

H. The Township will pay eight (8) hours' pay for eight



(8) hours of overtime worked in the event an employee is required to work two (2) consecutive or continuous shifts.

#### VIII. VACATION LEAVE

A. Employees shall receive vacation with pay according to the following schedule:

1. In the 1st calendar year of service, an employee earns 1.416 working days each month or major fraction thereof of service and may take NO days vacation.

2. In the 2nd calendar year of service, an employee is credited with seventeen (17) working days per year of service and may take the number of working days earned in the 1st calendar year of service as vacation.

3. In the 3rd through 10th calendar year of service, an employee is credited with seventeen (17) working days per year of service and may take seventeen (17) working days.

4. In the 11th through 20th calendar year of service, an employee is credited with twenty-three (23) working days per year of service and may take twenty-three (23) working days vacation.

5. In the 21st calendar year of service and thereafter, an employee is credited with twenty-five (25) working days per year of service and may take twenty-five (25) working days vacation.

B. The total years of service after permanent appointment of each employee in the classified Civil Service shall be considered in determining annual vacation leave provided under

the above schedule.

C. Vacation leave shall be taken in accordance with paragraph A of this Article at such time as permitted or directed by the Chief of Police unless the Chief of Police, in his sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situation.

D. When in any calendar year the annual vacation leave, or any part thereof, is not granted and taken, such annual vacation leave or part thereof not granted and taken shall accumulate to the credit of the individual employee. No employee upon termination by reason of retirement, resignation, layoff or death shall be paid in excess of two (2) years' accrued vacation leave. e.g., two years' accrued leave equals 42 days for personnel with twenty years of service in 1990.

E. Employees who have been permitted, prior to the signing of this Agreement, to carry over and accumulate vacation beyond the year following the calendar year in which it is earned due to the pressure of work or other emergency situation, as noted in C above, will not forfeit any such vacation.

#### IX. HOLIDAY PAY

A. Every employee shall be granted fourteen (14) holidays, with pay, in lieu of time off, for the following holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Fri. After Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Floating Holiday

B. Every employee shall be compensated for such holidays on the basis of one-tenth of their bi-weekly pay for each such holiday. The bi-weekly pay shall be established as of July 1, or effective date of termination by reason of death or retirement, if earlier, and shall consist of basic salary plus longevity. This compensation shall be in addition to the equivalent time paid for such holidays.

C. Holiday pay shall be paid with the first pay in December only for the number of holidays, heretofore recited in Paragraph A, which holidays fall within the period commencing January 1 or later commencement date and terminating on December 31.

D. Employees who are terminated by reason of death or retirement during the calendar year shall be paid only for the number of holidays, heretofore recited in Paragraph A, which holidays fall prior to the date of termination. Employees who shall be terminated for any other reason than death or retirement during the calendar year shall not be paid for holidays.

E. Holiday pay shall not be considered together with regular pay for pension purposes.

F. Holiday pay shall be paid notwithstanding the fact that an officer or member is receiving the maximum salary provided in the regular salary ordinance.

G. Employees shall have the option of using holiday paid days as time-off with permission of the Chief of Police as is currently done with respect to personal days up to October 1st.

## X. HOLIDAY LEAVE

Employees covered under this Agreement will be entitled to one (1) day off, with pay, known as Holiday Leave.

## XI. SICK LEAVE

A. No sick leave shall be granted to any temporary employee for the first six (6) months of service from the date of temporary appointment. A temporary employee shall earn and accumulate one (1) day for each month, or major fraction thereof, of completed service thereafter.

B. From the date of permanent appointment each employee shall earn and accumulate one (1) day of sick leave for each month, or major fraction thereof, of completed service up to and including December 31st following the date of permanent appointment.

C. For each year following the December 31st following the date of permanent employment, the employee shall be granted fifteen (15) days sick leave for each calendar year thereafter. The amount of such sick leave not taken shall accumulate to the employee's credit from year to year.

D. Sick leave may be taken, when needed, for the following purposes:

1. Personal illness;
2. Exposure to contagious disease; and
3. Attendance upon a member of the employee's immediate family who is seriously ill and who requires the care or attendance of such employee. Such attendance shall be limited to a maximum of three (3) days. Immediate family is defined

as: mother, father, sister, brother, son, daughter, husband, wife.

E. Sick leave verification calls by the Shift Commander shall be completed before 12:00 midnight.

F. Employees who retire after twenty-five (25) years of service with the Township of Bloomfield will be paid at current salary figures of one (1) day's pay for every three (3) days of accrued sick leave, without limitation on the number of accrued sick leave days.

G. A police officer or detective who is injured, ill or disabled from any cause, shall be granted injury leave with pay for a period not exceeding one year provided that the examining physician, appointed by the Township, certifies to such injury, illness or disability. Such injury leave shall only be granted upon exhaustion of any sick leave accumulated pursuant to other sections of Article XI.

H. Members returning to duty after a debilitating illness (whether work connected or not), upon recommendation of the Township physician, may be assigned to "light and limited duty" by the Chief of Police. Such duty will be based on availability of assignment and shall be of such a nature that it will not aggravate the condition that warranted the "light and limited duty".

I. The Township offers optional buyback of up to five (5) days sick time a year for those members who have accumulated at least twenty-seven (27) days and have not used any sick time up to December 1 with option dropping by a day for each day used.

## XII. WORK-CONNECTED INJURY LEAVE

Employees will be paid at the regular rate of pay during periods of work-connected disability due to illness, injury or recuperation therefrom, for a maximum period of one (1) year from the date of such disability, provided such employee is incapable of performing his duties as a police officer and that such disability is established by the Township physician.

## XIII. HEALTH, DENTAL & PRESCRIPTION DRUG

A. The provisions of the existing State Health Benefits Program shall be maintained during the life of this Agreement.

B. 1. In accordance with Chapter 88, P.L. 1974, N.J.S.A. 52:14-17.38, the Township agrees to pay the premium charges for certain eligible pensioners and their dependents, covered under the State Health Benefits Program, but not including survivors if such employees retired on a benefit based on twenty-five (25) years or more of service credited in the retirement system but including employees who retired on disability pensions based on fewer years of service credited in such retirement system.

2. In the event that a statute is enacted during the term of the contract, which statute provides for retirement based on twenty (20) years or more rather than twenty-five (25) years or more of service; then the Township shall provide the State Health Benefits Program benefit to retired employees on the basis of twenty (20) years or more of service.

C. Effective January 1, 1990, the employer agrees to provide dental insurance coverage up to a maximum average cost of \$400 per employee. The difference between the employer

contribution and actual cost shall be borne by the employee. During the term of this contract employee contribution will be frozen at 1990 levels. The coverage will be for family, husband/wife, single, or employee/child, depending upon the employee's status.

D. 1. Effective July 1, 1990 employees agree to use the major medical plan for prescription reimbursement. The Township shall reimburse officers for all prescription drugs immediately after a receipt is submitted for payment and a major medical application is signed. Coverage will be for family, husband-wife, single or employee-child depending on employee's status. Employees are to sign over to the Township any reimbursements received from major medical carrier as soon as they are received.

2. If the Township fails to fulfill its obligations under Paragraph D during the term of this Agreement, then the prescription plan in effect as of December 31, 1989 shall be reinstated. The Township also agrees to reimburse officers for all prescription drugs in accordance with Paragraph D(1) which are purchased during any waiting period until the plan is reinstated.

3. In the event this provision, in whole or in part, is determined to be invalid, the Township shall implement the same prescription drug plan which was in effect on December 31, 1989.

4. When officers present the receipt for reimbursement, they will be given the major medical application to complete and sign.

5. The officer shall complete the application and seal the application and prescription form in the envelope in

order to preserve the confidentiality of the prescription forms.

6. The Township agrees that it will not insist on seeing the prescription form as a condition of reimbursement.

7. The Township will reimburse the officer in accordance with Paragraph D(1) upon presentation of the receipt and completion of the steps in Paragraph 5.

#### XIV PAY FOR WORK IN HIGHER RANK

A. Those employees assigned by the Chief of Police to perform the duties of a higher rank and who so act for a period of at least four (4) consecutive tours of duty shall be paid at the effective rate of pay for the first year of service for that rank retroactive to the assignment to that rank.

B. Payment for working in higher rank shall be made within thirty (30) days following the month in which the work in higher rank was performed.

#### XV. CLOTHING ALLOWANCE/AMMUNITION ALLOWANCE

A. The Township shall provide an annual clothing allowance of five hundred-fifty dollars (\$550.00) payable during the month of February.

B. The clothing allowance shall be paid to employees who are employed by the Township on January 1st of the given year and have been employed for twelve (12) months continuously prior to that date.



C. The clothing allowance shall be pro-rated for employees who are employed by the Township for a portion of the preceding year according to the following formula:

1. Upon completion of three (3) months service - 25% clothing allowance.
2. Upon completion of six (6) months service - 50% clothing allowance.
3. Upon completion of nine (9) months service - 75% clothing allowance.

D. The clothing allowance shall be pro-rated for employees who retire by payment for the portion of the year in which they retire according to the following formula:

1. Upon completion of three (3) months service - 25% clothing allowance.
2. Upon completion of six (6) months service - 50% clothing allowance.
3. Upon completion of nine (9) months service - 75% clothing allowance.

E. An employee who dies while an active member of the police department will have paid to his estate the pro-rated clothing allowance earned during his final year of service. Proration shall be made according to the following formula:

1. Upon completion of three (3) months service - 25% clothing allowance.
2. Upon completion of six (6) months service -

50% clothing allowance.

3. Upon completion of nine (9) months service -  
75% clothing allowance.

F. Each bargaining unit member shall receive an ammunition allowance of Three Hundred-Fifty dollars (\$350.00) to be paid by March 1st.

#### XVI. EQUIPMENT AND SAFETY

A. Newly hired police officers will be provided with the following equipment:

1. Breast shield
2. Hat shield (wreath)
3. Regulation revolver
4. Handcuffs
5. Nightstick

B. The Township shall, insofar as practical, provide the police department with essential equipment necessary to properly enforce the law, preserve the peace, and provide public safety. Such equipment shall be maintained in a good state of repair to assure safety of operation.

C. The Township shall replace, as necessary, all equipment subjected to normal usage, wear and tear.

D. All motor vehicle apparatus shall be maintained in accordance with New Jersey State Inspections standards.

## XVII. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of all applicable laws.

## XVIII. RETENTION OF BENEFITS

A. Except as modified by this Agreement, all provisions of municipal ordinances applicable to employees covered under this Agreement, shall remain in full force and effect during the term of this Agreement.

B. Nothing contained herein shall be construed to deny or restrict to any officer such rights as he may have under the New Jersey Employer-Employee Relations Act or any other applicable laws and regulations. The rights granted to officers hereunder shall be deemed to be in addition to those provided elsewhere.

C. All rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying shall be maintained and continued by the employer, except as modified in writing within this contract, at not less than the highest standards in effect at the commencement of the negotiations resulting in this agreement.

## XIX. DEATH IN FAMILY LEAVE

A. Leave of absence of five (5) working days, with full pay, shall be granted to each employee upon the death of a member of the immediate family. Immediate family is defined as: mother, father, sister, brother, son, daughter, husband, wife, grandparents, step-children, stepparents, mother-in-law, father-

in-law, sister-in-law, brother-in-law, spouse's grandparents, and spouse's parents.

B. Absence from duty because of the death of any other relative, or for the purpose of attending the funeral of anyone, will be chargeable to a member's accumulated vacation time or accumulated overtime. In no event may sick time be used for such purpose.

## XX. PERSONAL LEAVE

A. Employees covered under this Agreement shall be entitled to three (3) personal leave days annually, without loss of regular pay, in addition to any other time off provided for in this Agreement. Requests for personal day leave shall be submitted, in writing, to the Chief of Police at least forty-eight (48) hours prior to the day requested. The Township reserves the right to deny requests for personal days if the Chief of Police, in his sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situation.

B. Personal leave day shall not accumulate to the credit of the individual employee from year to year and, if not taken during the calendar year, shall be lost.

C. In the event an employee is unable to take a personal leave day in the calendar year because of pressure of work or other emergency situation, in accordance with Paragraph A of this Article, such personal leave day shall be granted and taken immediately following such time of pressure of work or other emergency situation.

## XXI. TERMINATION & RETIREMENT BENEFITS

A. Employees shall retain all pension rights under New Jersey law. .

B. Upon termination, an officer shall be paid for all earned but deferred benefits such as wages, accrued compensatory time, overtime pay, accrued vacation time, etc. In the event of a death of an officer, such benefits shall be paid to his next of kin (or heirs) on a prorated basis.

## XXII. BUSINESS EXPENSES

A mileage allowance of twenty-six cents (26¢) per mile, in addition to receipted toll expenses, will be paid to an employee who is required by the Chief of Police to provide his own vehicle for business related travel.

## XXIII. SALARIES

A. The salary guide for all employees covered by this Agreement is set forth below representing increases of 5.25% for 1993, 5.25% for 1994 and 5.25% for 1995:

<u>Years of Service</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>
Police Officer:			
1st Year	\$26,390	\$27,775	\$29,233
2nd Year	30,324	31,916	33,592
3rd Year	34,252	36,050	37,943
4th Year	38,183	40,188	42,298
5th Year	42,115	44,327	46,654

Detective/Investigator: with at least 3 years' prior service in the department.

1st Year	43,163	45,429	47,814
2nd Year	43,864	46,167	48,591

B. Employees assigned to the Criminal Investigation Division shall receive the police officer's salary for the first 120 days following said employee's assignment to such position. If the employee successfully completes the probationary period, he shall thereafter receive the salary as set forth above.

#### XXIV. LONGEVITY

A. A longevity program based upon the employee's length of service with the Township of Bloomfield from the date of original appointment, provided there is uninterrupted service, shall be provided upon the following basis:

<u>After No. of Years</u>	<u>Longevity Percent</u>
5 Years	2%
10 Years	4%
15 Years	6%
20 Years	8%
24 Years	10%

B. The longevity credit shall be automatic and shall be paid upon completion of the prescribed years of service.

C. There shall be no longevity service credit for the period an employee is on leave of absence without pay.

D. Longevity pay shall be considered as together with base pay for pension purposes.

E. Longevity pay shall be paid with each earned bi-weekly salary check during the calendar year at the percentage of the employee's regular permanent salary.

F. Any interruption of service due to a cause beyond the control of the employee such as military service, injury in line of duty, sick leave, or other approved official leave of absence, with pay, shall be considered as service for the Township of Bloomfield for the purpose of determining the completion of said accumulated years of service with the Township of Bloomfield.

G. Longevity pay shall be paid notwithstanding the fact that an employee of the Township is receiving the maximum salary provided in the regular salary ordinance.

H. The anniversary date of employment for purposes of this Article shall be the employee's date of hire.

#### XXV. SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal or competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## XXVI. FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. In accordance with law, during the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## XXVII. RULES AND REGULATIONS

Copies of all departmental rules and regulations, administrative policies and general orders, and all revisions thereto, shall be given to the PBA President, or his designee, as soon as they are promulgated.

## XXVIII. JUST-CAUSE PROVISION

No officer shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any occupational advantage without just cause. Any such action asserted by the governing body, or any agent thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided for under Title 11.

## XXIX. NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed



a waiver thereof.

### XXX. EMPLOYEE RIGHTS DURING INVESTIGATIONS

A. The wide ranging powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of those contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers.

B. When an officer is called to an "investigatory meeting" from which he can reasonably expect to receive discipline, the officer has a right to have union representation present if he so desires. In addition, the officer has a right to be notified, in advance, of the subject matter of an investigatory interview and be afforded the opportunity to confer with a union representative before the interview.

### XXXI. PERSONNEL RECORDS

A. A separate personal history file shall be established and maintained for each officer. Personal history files are confidential records and shall be maintained in the office of the Chief of Police. The only other file shall be of N.J. Department of Personnel records maintained by the personnel officer in the Township administrator's office. Officers may copy anything that is in their files.

B. No document or report shall be placed in an officer's personnel file without a true copy being served upon the officer. In the case of derogatory material, the officer shall have the opportunity to affix his signature to the copy to be filed with

the express understanding that such signature in no way indicates agreement with the contents thereof. The officer shall also have the right to submit a written answer to such derogatory material and his answer shall be reviewed by the Chief of Police, or his designee, and attached to the file copy.

C. Any officer shall have the right to inspect his complete personnel file(s) (Chief's Office/Administrator's Office) upon reasonable notice and at reasonable times upon request. A representative of the PBA may be present when requested by the officer concerned. An officer shall have the right to indicate those documents which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Chief of Police, or his designee, and shall be destroyed if deemed appropriate.

#### XXXII. REPRESENTATION FEE

If an employee does not become a member of the PBA during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year. This fee shall be the maximum allowed by law.

A. Notification. Prior to March 1 of each year, the PBA will submit to the employer a list of those employees who have neither become members of the PBA for the then current membership year nor paid directly to the PBA the full amount of the representation fee for that membership year. The employer will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

B. Payroll Deduction Schedule. The employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

1. 10 days after receipt of the aforesaid list by the employer; or

2. 30 days after the employee begins his employment in a bargaining unit position.

C. Termination of Employment. If an employee who is required to pay a representation fee terminates his employment with the employer before the PBA has received the full amount of the representation fee to which it is entitled under this Article, the employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

D. Mechanics of Deduction and Transmission of Fees. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

E. Changes. The PBA will notify the employer, in writing, of any changes in the list provided for in Section 1 above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the employer receives said notice.

F. New Employees. At the time that the employee is

officially notified of his or her appointment, in writing, a copy of said letter will be sent to the PBA.

G. Save Harmless. The PBA hereby agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from deductions made by the employer in accordance with this provision.

### XXXIII. LEGAL DEFENSE

A. The Employer will provide defense for officers in action or legal proceedings arising out of or incidental to performance of duties pursuant to N.J.S.A. 40A:14-155:

Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

B. If the employee is not satisfied with counsel provided by the employer, he or she may retain private counsel in which event the employer shall make payment in full for any and all

resulting legal fees and costs at the customary rates prevailing in the region for this type of defense.

C. The "prevailing rate" will be agreed upon at the time the employee retains such private counsel and, if no agreement can be reached, it will be determined by the Essex County Bar Association. The affected employee will be responsible for paying for any difference that may result between the private counsel rate and the determined prevailing rate.

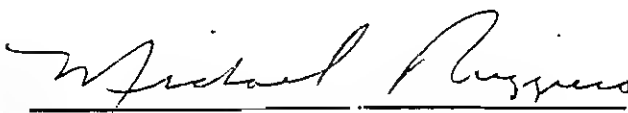
#### XXXIV. TERM AND RENEWAL

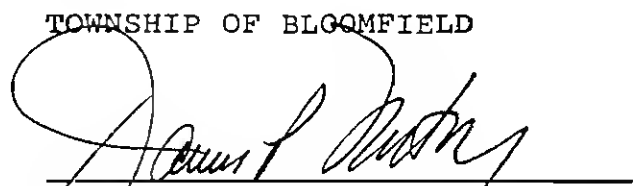
THIS AGREEMENT shall be in full force and effect as of January 1, 1993 and shall remain in effect to and including December 31, 1995. Collective negotiations for a successor Agreement shall be conducted by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission.

WHEREAS the parties have hereunto set their hands and seals this 19th day of July 1993.

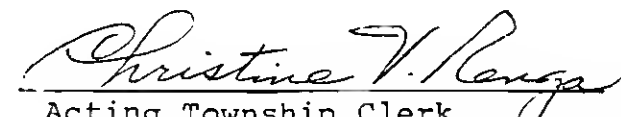
BLOOMFIELD PBA LOCAL NO. 32

TOWNSHIP OF BLOOMFIELD

  
Michael Ruggiero, President

  
James P. Norton, Mayor

ATTEST:

  
Acting Township Clerk